

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for the sole consideration of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) to the undersigned in hand paid, receipt of which is hereby acknowledged, do hereby and for her heirs, executors, administrators, successors and assigns release, acquit and forever discharge the Buncombe County Board of Education, Darryl Wade Fox, Jack Evans, and Berkley Southeast Insurance Group, their agents, servants, successors, heirs, executors, administrators affiliates and all other persons, teachers, principals, administrators, staff, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 2nd day of March, 2018, North Buncombe High School on Clarks Chapel Road near the City of Weaverville, Buncombe County, North Carolina.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releases deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare and represent that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and the same is made without reliance upon any statement or representation of the parties hereby released or their representatives or by any physician or surgeon by them employed.

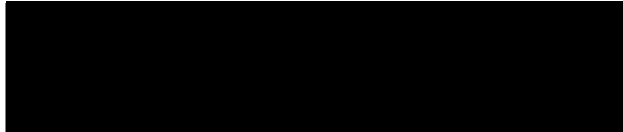
The undersigned further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

The undersigned represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Release, and that the undersigned have the sole right and exclusive authority to execute this Release and receive the sum specified in it. Furthermore, the undersigned specifically and expressly warrant and agree to satisfy in full any valid liens including subrogation liens which may exist with regard to any of the medical expenses or other expenses which the undersigned incurred as a result of the cause of action referred to in this Release, and that the undersigned agrees to hold harmless Buncombe County Board of Education and Berkley Southeast Insurance Group in the event any lienholder presents any claim to the undersigned which arose out of the causes of action referred to in this Release.

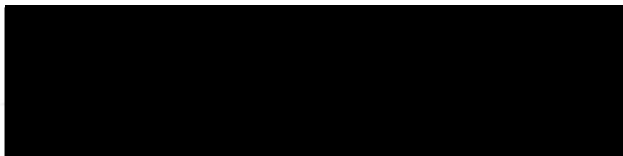
THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered this ____ day of March, 2018.

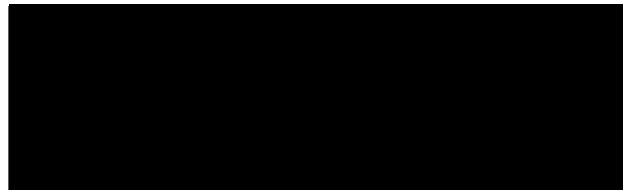
CAUTION: READ BEFORE SIGNING



(SEAL)




(SEAL)



(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Buncombe

On the 29 day of March, 2018, personally appeared  to me known to be the person named herein and who executed the foregoing Release and acknowledged to me that she voluntarily executed the same.

Leigh Anne Clark

NOTARY PUBLIC

My Commission Expires:

3-14-2020

